

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Before the Court is a Joint Stipulation for the entry of a Stipulated Order of Rescission and Final Judgment, filed by Plaintiff–Counter-Defendant Rockhill Insurance Company (“Rockhill”), Defendant–Counter-Plaintiff High End Development, Inc. (“High End”), and Defendant–Intervenor United Specialty Insurance Company (“USIC”) (collectively, “the Parties”). For good cause shown, the Joint Stipulation is **APPROVED** as follows:

1. In 2017, Rockhill issued to High End a general liability policy bearing policy number ENVP020272-00 for the policy period from June 19, 2017, to June 19, 2018 (“the Rockhill Primary Policy”), and an excess liability policy bearing policy number ENVE020274-00 for the same policy period (“the Rockhill Excess Policy”). Together, the Rockhill Primary Policy and the Rockhill Excess Policy are referred to as “the Rockhill Policies.”

1 2. In 2022, Rockhill filed this civil action seeking to rescind the Rockhill Policies, alleging
 2 that High End made material misstatements or omissions when it applied for the Rockhill Policies. ECF
 3 No. 1. Rockhill also sought a declaratory judgment that it had no duty to defend or indemnify High End
 4 against a then-pending state-court action. *Id.* High End answered the Complaint. ECF No. 60. The Court
 5 gave High End permission to file a Counterclaim, ECF No. 78, which Rockhill answered, ECF No. 79.
 6 The Court also gave permission for USIC to intervene as a defendant under Federal Rule of Civil Proce-
 7 dure 24. ECF No. 65.

8 3. The Parties have agreed to resolve this action in its entirety through the rescission of the
 9 Rockhill Policies. The Parties agree that there is evidence to support a judgment of rescission, and High
 10 End and USIC have waived the right to present evidence and make arguments opposing rescission. *See,*
 11 *e.g.*, *LA Sound USA, Inc. v. St. Paul Fire & Marine Ins.*, 156 Cal. App. 4th 1259, 1266–67 (2007) (ex-
 12 plaining the legal requirements for rescission).

13 4. Based on the agreement of the Parties, the Court finds that rescission of the Rockhill Poli-
 14 cies is not manifestly unjust and is not contrary to the evidence. Rockhill is entitled to rescind the Rock-
 15 hill Policies. The Court thus **DECLARES** and **ORDERS** that the Rockhill Policies are fully and finally
 16 **RESCINDED as void *ab initio***, as if the Rockhill Policies had never existed.

17 5. Based on the agreement of the Parties, and in light of the rescission of the Rockhill Poli-
 18 cies, the Court also **ORDERS** that all remaining claims and counterclaims in this action are **DISMISSED**
 19 **WITH PREJUDICE**, with each party responsible for its own costs and attorneys' fees.

20 6. A Final Judgment will be entered.

21 **IT IS SO ORDERED.**

22 DATED: January 27, 2025



Hon. Rita F. Lin
United States District Judge